

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Northern District of

Illinois

District of

IL

(State)

Case number (if known):

Chapter 11

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

12/15

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name

M & L Auto Services Incorporated

2. All other names debtor used in the last 8 years

Include any assumed names, trade names, and doing business as names

3. Debtor's federal Employer Identification Number (EIN)

81-2036865

4. Debtor's address

Principal place of business

301 Illinois Street

Number Street

Park Forest, IL 60466

City

State

ZIP Code

Cook

County

Mailing address, if different from principal place of business

301 Illinois Street

Number Street

P.O. Box

Park Forest, IL 60466

City

State

ZIP Code

Location of principal assets, if different from principal place of business

Number Street

City

State

ZIP Code

5. Debtor's website (URL)

6. Type of debtor

☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))

☐ Partnership (excluding LLP)

☐ Other. Specify:

Debtor M & L Auto Services Incorporated
Name

Case number (if known) _____

7. Describe debtor's business

A. Check one:

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
☐ Railroad (as defined in 11 U.S.C. § 101(44))
☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

- ☐ Chapter 7
☐ Chapter 9

☒ Chapter 11. **Check all that apply:**

- ☒ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,490,925 (amount subject to adjustment on 4/01/16 and every 3 years after that).
☒ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
☐ A plan is being filed with this petition.
☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

☒ No

☐ Yes. District _____ When _____ Case number _____
MM / DD / YYYY
District _____ When _____ Case number _____
MM / DD / YYYY

If more than 2 cases, attach a separate list.

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

☒ No

☐ Yes. Debtor _____ Relationship _____
District _____ When _____
MM / DD / YYYY
Case number, if known _____

List all cases. If more than 1, attach a separate list.

Debtor M & L Auto Services Incorporated
Name

Case number (if known) _____

11. Why is the case filed in this district?

Check all that apply:

☒ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

☐ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

☒ No

☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)

☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety. What is the hazard? _____

☐ It needs to be physically secured or protected from the weather.

☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

☐ Other _____

Where is the property?

Number _____

Street _____

City _____

State _____

ZIP Code _____

Is the property insured?

☐ No

☐ Yes. Insurance agency _____

Contact name _____

Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

☒ Funds will be available for distribution to unsecured creditors.

☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors

☒ 1-49

☐ 50-99

☐ 100-199

☐ 200-999

☐ 1,000-5,000

☐ 5,001-10,000

☐ 10,001-25,000

☐ 25,001-50,000

☐ 50,001-100,000

☐ More than 100,000

15. Estimated assets

☐ \$0-\$50,000

☒ \$50,001-\$100,000

☐ \$100,001-\$500,000

☐ \$500,001-\$1 million

☐ \$1,000,001-\$10 million

☐ \$10,000,001-\$50 million

☐ \$50,000,001-\$100 million

☐ \$100,000,001-\$500 million

☐ \$500,000,001-\$1 billion

☐ \$1,000,000,001-\$10 billion

☐ \$10,000,000,001-\$50 billion

☐ More than \$50 billion

Debtor M & L Auto Services Incorporated
Name

Case number (if known) _____

16. Estimated liabilities

- | | | |
|---|--|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input checked="" type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 05 06 2016
MM / DD / YYYY

x Carlton McIntosh
Signature of authorized representative of debtor

CARLTON MCINTOSH
Printed name

Title VICE PRESIDENT/SEC

18. Signature of attorney

x Karen J. Porter
Signature of attorney for debtor

Date _____
MM / DD / YYYY

Karen J. Porter
Printed name

Porter Law Network
Firm name

230 West Monroe, Suite 240
Number Street

Chicago
City

Illinois, 60606

State ZIP Code

(312) 372-4400
Contact phone

porterlawnetwork@gmail.com
Email address

6188626
Bar number

IL
State

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re :)	Chapter 11
)	
M&L Auto Services Incorporated)	Case No.
)	
Debtor.)	Judge

LIST OF CREDITORS

Floorplan Xpress
4300 Highline Blvd
Suite B330
Oklahoma City, OK 73108

Corporation Service Company
P.O. Box 2576
Springfield, Il 62708

Karen J. Porter
Attorney No 6188626
PORTER LAW NETWORK
230 West Monroe
Suite 240
Chicago, Illinois 60606
312-372-4400
312-372-4160

B2030 (Form 2030) (12/15)

United States Bankruptcy Court
Northern District of Illinois, Eastern Division

In re **M&L Auto Services Incorporated**

Debtor(s)

Case No.

Chapter **11**

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR

1. Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept	\$	<u>6,717.00</u>
Prior to the filing of this statement I have received	\$	<u>1,717.00</u>
Balance Due	\$	<u>5,000.00</u>

2. The source of the compensation paid to me was:

☒ Debtor ☐ Other (specify):

3. The source of compensation to be paid to me is:

☒ Debtor ☐ Other (specify):

4. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
- c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
- d. [Other provisions as needed]

The filing fee of \$1717.00 has been paid. The final compensation for this chapter 11 case will be the amount awarded by the court after the court rules upon the applications for compensation submitted by Karen J. Porter

6. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

May 6, 2016

Date

/s/ Karen Jackson Porter

Karen Jackson Porter

Signature of Attorney

Porter Law Network

230 West Monroe St. Suite 240

Chicago, IL 60606

porterlawnetwork@gmail.com

Name of law firm

PORTER LAW NETWORK

230 WEST MONROE, SUITE 240
CHICAGO, IL 60606
312- 372-4400

AGREEMENT TO PROVIDE LEGAL SERVICES

May 6, 2016

Mr. Carlton McIntosh
M&L Auto Services Incorporated
301 Illinois
Park Forest, IL 60466

Re: Chapter 11 Case:

On behalf of our firm I want to thank you, as the owner of M&L Auto Services Incorporated (" M&L Auto"), for selecting us to represent it in connection with a Chapter 11 case.

Lawyers are required, under the Rules of Professional Conduct, before beginning the representation of a client to communicate to the client the scope of the representation, the basis for the legal fees and the rates that will charged to the client.

SCOPE OF LEGAL SERVICES

We agree to perform legal services in connection with a Chapter 11 bankruptcy case for M&L Auto. We have agreed to file this Chapter 11 case for M&L Auto on an emergency basis. The Chapter 11 case is needed because Floorplan Express is scheduled to sell several vehicles that it repossessed from M&L Auto on May 8, 2016.

The Porter Law Network has agreed to represent M&L Auto and to perform the legal services that are necessary to file the Chapter 11 case; stabilize the business operations of M&L Auto; restructure the debt of M&L Auto and complete the Chapter 11 case by (i) confirming a plan of reorganization, (ii) converting the Chapter 11 case to a Chapter 7 case or (iii) dismissing the Chapter 11 case.

This agreement is limited to the Chapter 11 bankruptcy proceedings of M&L Auto. The execution of this agreement does not obligate us to represent any individual or entity other than M&L Auto in connection with any matter other than this Chapter 11 proceeding or to represent M&L Auto in the event the Chapter 11 proceeding is converted to a Chapter 7 liquidation.

We have advised you that we cannot represent the principals, managers or members of M&L Auto or any individual that has guaranteed, or is liable for, the debts of M&L Auto. Only M&L Auto will be protected by the automatic stay imposed against creditor collection action by the filing of the chapter 11 case. No other individual or entity will be protected by the automatic stay. Any other individual or entity will be required to hire a separate attorney to provide representation for their interests, including in any lawsuits or other collection actions by the creditors of M&L Auto against them.

ATTORNEY'S FEES AND COSTS

We will charge M&L Auto the following hourly rates for the legal services provided by the attorneys and staff that will be performing the legal services: \$425.00 per hour for the services of Karen J. Porter and \$150.00 for the services of our legal assistants.

We will charge M&L Auto for the expenses that are required for a Chapter 11 case. Such expenses will include, but are not limited to: (1) court filing fees; (2) the actual cost of photocopies; (3) messenger deliveries; (4) actual cost of postage for notices to creditors; (5) actual cost of court reporters and transcripts; and (6) computerized case docketing and legal research. We reserve the right to charge M&L Auto for any other reasonable and necessary expense that we incur in connection with the M&L Auto Chapter 11 case.

We have agreed to file the case with the payment of the filing fee of \$1717.00. We have agreed to request that the court authorize M&L Auto to pay the Porter Law Network a post-petition retainer in the amount of \$5,000.00. The court must approve the payment of the \$5,000.00 retainer. The retainer will be paid by M&L Auto as funds become available to pay the retainer.

The retainer that we are requesting is not an indication of the total legal fee for this chapter 11 case. M&L Auto agrees to pay for all the legal fees and expenses we incur to represent M&L Auto in connection with this Chapter 11 case.

We consider the retainer an advance payment retainer under Illinois because we are committing to provide legal services for the duration of the Chapter 11 case rather than on a month to month basis. We will deposit the retainer into our operating account. The retainer becomes our property when we receive the retainer. You have the right to request that the retainer be treated as a security retainer and placed into our client trust account. We reserve the right to change the terms of our representation if you request a security retainer.

We will bill M&L Auto periodically for the legal services we perform and the expenses we incur at the hourly rates listed above. We will present applications for compensation to the court and the court will have the right to review and approve our legal fees and expenses. If the total cost of the legal services we perform and the expenses we incur are more than the retainer that we have been paid, M&L Auto will be obligated to pay the balance due.

ATTORNEYS RESPONSIBILITIES

Karen J. Porter and the Porter Law Network will perform the following legal services in connection with the M&L Auto Chapter 11 case:

- (a) To give M&L Auto legal advice with respect to its powers and duties as a debtor-in-possession in the continued management of its assets;
- (b) To prepare such applications, motions, complaints, orders, reports, pleadings, plans, disclosure statements or other papers on M&L Auto's behalf that may be necessary in connection with this case;
- (c) To attend meetings of creditors and meetings with third parties;
- (d) To assist M&L Auto with its business operations;
- (e) To assist M&L Auto in preparing and obtaining the court's approval of a plan of reorganization and disclosure statement in order to preserve the value of its assets;
- (f) To take such action as may be necessary with respect to claims that may be asserted against M&L Auto and
- (g) To perform any other legal services for M&L Auto which may be required in connection with this case.

CO-COUNSEL

M&L Auto will also retain Deadre Woods Stokes to act as co-counsel for this Chapter 11 Case. M&L Auto will enter into a separate engagement letter with Ms. Stokes and will pay Ms. Stokes separately for the legal services that she performs. The Porter Law Network and Ms. Stokes will make every effort to avoid duplication of effort or legal services performed for M&L Auto so that the cost of the Chapter 11 case does not increase.

CLIENT RESPONSIBILITIES

You agree to fully cooperate with us with respect to the Chapter 11 case. You agree to provide us with complete and accurate information concerning the financial affairs of M&L Auto. You agree to provide us with a complete and accurate list of all creditors, personal property, income and all the other information required by the United States Bankruptcy Court and any trustee responsible for your case.

While M&L Auto is operating in a Chapter 11 proceeding, there will be many obligations to the office of the United States Trustee and creditors which must be fulfilled. You will have the responsibility to file monthly financial operating reports disclosing the postpetition business operations, pay quarterly fees to the trustee, pay postpetition taxes, and maintain adequate insurance coverage and meet all bonding requirements.

We have explained to you that the financial restructuring of M&L Auto using chapter 11 of the Bankruptcy Code will be a difficult legal proceeding. M&L Auto will be required to operate its business after the case is filed without running deficits. M&L Auto will also be required to pay all payroll taxes and union benefits when they are due. M&L Auto will be required to demonstrate that it can operate at a profit and develop a plan to repay its creditors over time. M&L Auto will also be required to maintain a budget and make monthly payments to its secured creditors. The revenues and receivables generated by M&L Auto constitute the secured creditors cash collateral. The court and/or the creditors must authorize M&L Auto's use of the cash collateral. The unauthorized use of the cash collateral is a reason for the Chapter 11 case to be dismissed by the court or converted to a liquidation.

We will make every effort to guide M&L Auto through the Chapter 11 case. However, we are unable to guarantee you that M&L Auto will be able to develop a viable reorganization plan to restructure its debt, or confirm a reorganization plan. For these reasons, we cannot guarantee that the Chapter 11 reorganization for M&L Auto will be a successful one. We must also advise you that in the event M&L Auto cannot develop a viable reorganization plan to repay its creditors, M&L Auto will be faced with a dismissal of the Chapter 11 case or the conversion to a Chapter 7 liquidation.

TERMINATION OF AGREEMENT

You understand that we will not be able to provide adequate legal representation if you fail to provide us with complete and accurate information for M&L Auto; fail to fully cooperate with us; or fail to fulfill your obligations. You further understand that your failure to provide information, to cooperate with us or to fulfill your duties during the Chapter 11 case may increase the cost of the legal services we render, may result in the Chapter 11 case being dismissed by the court or converted to a Chapter 7 liquidation.

We reserve the right to withdraw as the attorney of record for M&L Auto and to terminate this agreement (1) if our legal fees and expenses are not paid as set forth in this agreement, (2) if you fail to cooperate with us during the Chapter 11 proceeding, (3) if you fail to comply with any requirement of the United States Trustee (4) if you fail to obey an order of the Bankruptcy Court (5) if the case is converted to a Chapter 7 or (6) if you fail to comply with any other terms of this agreement.

Either party may terminate this agreement with or without cause and at any time upon giving written notice to the other party. However, since our representation of M&L Auto is approved by the court, the termination of our representation of M&L Auto must also be approved by the court. The termination of this agreement will not affect the obligation to pay any outstanding legal fees. We agree that if this agreement is terminated we will provide copies of documents in our files to you provided you have paid any outstanding legal fees and expenses, including copy charges for copying the files.

ENTIRE AGREEMENT

This agreement contains our full and complete understanding with respect to the subject matter hereof. This agreement supersedes all prior representations and understandings whether written or oral. This agreement shall be governed by the laws of the State of Illinois in all respects. This agreement may be executed by facsimile, electronically, and in counterparts.

Very truly yours,

PORTER LAW NETWORK

By: 

Karen J. Porter

M&L AUTO SERVICES INCORPORATED

By: 

Carlton McIntosh